

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ART ASK AGENCY,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS, LIMITED
LIABILITY COMPANIES, PARTNERSHIPS, AND
UNINCORPORATED ASSOCIATIONS IDENTIFIED
ON SCHEDULE A HERETO,

Defendants.

Case No. 22-cv-03976

Judge Sara L. Ellis

Magistrate Judge Jeffrey T. Gilbert

DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff ART ASK AGENCY (“ANNE STOKES” or “Plaintiff”) against the defendants identified on Schedule A, and using the Defendant Domain Names and Online Marketplace Accounts identified on Schedule A (collectively, the “Defendant Internet Stores”), and Plaintiff having moved for entry of Default and Default Judgment against the defendants identified on Amended Schedule A attached hereto which have not yet been dismissed from this case (collectively, “Defaulting Defendants”);

This Court having entered a preliminary injunction; Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered or appeared in any way, and the time for answering having expired, so that the allegations of the Complaint are uncontroverted and are deemed admitted;

This Court finds that it has personal jurisdiction over Defaulting Defendants because Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Plaintiff has provided a basis to conclude that Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products using infringing and counterfeit versions of Plaintiff's federally registered copyrights (the "ANNE STOKES Trademark and Copyrights") to residents of Illinois. In this case, Plaintiff has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can and do purchase products using counterfeit versions of the ANNE STOKES Trademark and Copyrights. *See* Docket Nos.[11-22], which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the ANNE STOKES Trademark and Copyrights.

A list of the ANNE STOKES Trademark and registered copyrights is included in the below chart.

Serial Number 97/243,157	Anne Stokes Trademark	Classes 16, 21, 24 and 25
Registration Number	Registered Copyright	Class

VA 2-152-055	Gothic Prayer	Lithographic print
VA 2-152-057	Blue Moon	Lithographic print
VA 2-152-045	Dark Hearts	Lithographic print
VA 2-152-048	Protector	Lithographic print
VA 2-152-065	Summon the Reaper	Lithographic print
VA 2-152-061	Spirit Guide	Lithographic print
VA 2-152-064	Angel Rose	Lithographic print
VA 2-152-063	Kindred Spirits	Lithographic print
VA 2-152-068	Enchantment	Lithographic print
VA 2-152-067	Aracnafaria	Lithographic print
VA 2-152-058	Dragonkin	Lithographic print
VA 2-152-019	Spell Weaver	Lithographic print
VA 2-261-829	Awake Your Magic	Lithographic print
VA 2-272-364	Rock God	2-D artwork
VA 2-272-273	Final Verdict	2-D artwork
VA 2-272-075	Dragon Lair	2-D artwork
VA 2-272-041	Pirate Skull	2-D artwork
VA 2-271-652	Gothic Guardian	2-D artwork
VA 2-272-043	Unicorn Heart	2-D artwork
VA 2-271-518	Woodland Guardian	2-D artwork
VA 2-271-514	Glimpse of a Unicorn	2-D artwork
VA 2-272-210	Skull Embrace	2-D artwork

This Court further finds that Defaulting Defendants are liable for willful false designation of origin (15 U.S.C. § 1125(a)), copyright infringement (17 U.S.C. § 501(a)) and violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510 *et seq.*).

Accordingly, this Court orders that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED as follows, that Defaulting Defendants are deemed in default, and that this Default Judgment is entered against Defaulting Defendants.

This Court further orders that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the ANNE STOKES Trademark and Copyrights or any reproductions, counterfeit copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine ANNE STOKES product or not authorized by Plaintiff to be sold in connection with the ANNE STOKES Trademark and Copyrights;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine ANNE STOKES product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale under the ANNE STOKES Trademark and Copyrights;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff; and
 - d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of ANNE STOKES's trademark and Copyrights, including the ANNE STOKES Trademark and Copyrights, or any reproductions, counterfeit copies or colorable imitations.

2. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afiliast Limited, CentralNic, Nominet, and the Public Interest Registry, and the domain name registrars, including, but not limited to, GoDaddy Operating Company LLC, Name.com, PDR LTD. d/b/a/ PublicDomainRegistry.com, and Namecheap Inc., within seven (7) calendar days of receipt of this Order, shall, at Plaintiff's choosing:
 - a. transfer the Defendant Domain Names to Plaintiff's control, including unlocking and changing the registrar of record for the Defendant Domain Names to a registrar of Plaintiff's selection, and the domain name registrars shall take any steps necessary to transfer the Defendant Domain Names to a registrar of Plaintiff's selection; or
 - b. disable the Defendant Domain Names and make them inactive and untransferable.
3. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, ContextLogic, Inc. d/b/a Wish.com ("Wish.com"), and PayPal, Inc. ("PayPal") (collectively, the "Third Party Providers"), shall within seven (7) calendar days of receipt of this Order cease:
 - a. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell counterfeit and infringing goods using the ANNE STOKES Trademark and Copyrights; and

b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the ANNE STOKES Trademark and Copyrights or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine ANNE STOKES product or not authorized by Plaintiff to be sold in connection with the ANNE STOKES Trademark and Copyrights.

4. Upon Plaintiff's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 4, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the ANNE STOKES Trademark and Copyrights.
5. Pursuant to 15 U.S.C. § 1117(c)(2), Plaintiff is awarded statutory damages from each of the Defaulting Defendants in the amount of \$100,000 for willful use of counterfeit ANNE STOKES Trademark and Copyrights on products sold through at least the Defendant Internet Stores. This award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Complaint and Amended Schedule A.
6. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, Inc. ("PayPal"), Alipay, Alibaba, Wish.com, Ant Financial Services Group ("Ant Financial"), and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants or the Defendant Internet Stores from transferring or disposing of any funds (up to the statutory damages awarded in Paragraph 6 above) or other of Defaulting Defendants' assets.

7. All monies (up to the amount of the statutory damages awarded in Paragraph 6 above) currently restrained in Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as PayPal, Alipay, Alibaba, Wish.com, Ant Financial, and Amazon Pay, are hereby released to Plaintiff as partial payment of the above-identified damages, and Third Party Providers, including PayPal, Alipay, Alibaba, Wish.com, Ant Financial, and Amazon Pay, are ordered to release to Plaintiff the amounts from Defaulting Defendants' financial accounts within fourteen (14) calendar days of receipt of this Order.
8. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.
9. In the event that Plaintiff identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit [1] to the Declaration of Maria Strid and any e-mail addresses provided for Defaulting Defendants by third parties.
10. The ten-thousand dollar (\$10,000) surety bond posted by Plaintiff is hereby released to Plaintiff or its counsel, Hughes Socol Piers Resnick & Dym, Ltd.. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Plaintiff for its counsel.

This is a Default Judgment.

Dated: October 27, 2022

A handwritten signature in black ink, appearing to read 'S. L. Ellis', written over a horizontal line.

Sara L. Ellis
United States District Judge

Amended Schedule A

No.	Defendant Name / Alias
1	RodAlvatXkXl
2	soepfejnr
3	wangrui8023
4	zhangnengyuan10950
5	zhangzhanyun123
6	zhanwei45210
7	zhu188
8	Animeland Store
9	clothes 11 Store
10	clothes 13 Store
11	clothes 14 Store
12	CTDiamondPainting Store
13	Factory Direct Apparel Store
14	Factory Outlet-6 Store
15	FactoryOutle-4 Store
16	00IGMO
17	adjoins household
18	Alfred Kobe
19	Amxkxjkxknxznxjzknxncnxkz
20	anmin123
21	asfadsgfh
22	Aymima
23	Basify Life Shop
24	Baymaxx
25	Beautiful charm company
26	bincloth
27	Binhhip
28	boost1
29	Budget Hardware
30	caichenxin389568
31	CAOHAO LOVE
32	chenlei2202
33	chenxieyang
34	chexixnhey
35	chuxiang Store
36	corpuscare
37	creamlove
38	ctcvxke shop
39	custompod
40	de45g55
41	dengzuo52572
42	dreamfutu

43	Durolith
44	duxu9672
45	Easybuy's Shop
46	eefu
47	ElvaUptonIDwWiP
48	everything tastes great
49	excellent art shop
51	fangshinianshi
52	fangtianhai9049
53	fdsef
54	felicitousnes
55	fhjld334
56	Fouttich household
57	Freshpalet
58	gamawangjie1134
59	gandong fashion
60	gaoqian1840
61	gaoqipeng3504
62	growthmanship
63	guanhaiqin9680
64	gucuidongqiu
65	guoqing083
66	Handmade art jewelry shop
67	hanxingg
68	heyings168
69	heyiyun16906
70	heyuwei168
71	pengpen7845
72	qiaomenglin
73	qingqingrshop
74	shangzhenfei3826
75	siyi maoyi
76	SSS-JDI.DJIE
77	sunyang5667
78	surprise hua
79	tdfjasdjk188
80	Tutta Freschezza
81	TWANCON
82	W EERT
83	wangyan821
84	world 58
85	xiayuanyuan1529
86	xix4699shop
87	xubaoyue88888
88	XUEFEISB

89	YANG ST
90	YIJIN31
91	YIJIN32
92	yuejinyang
93	YUHUI Tattoo Sticker Store
94	zhanghaitao7890
95	zhangxiaoyi99803
96	zhar9275
97	zhongzhongchengcheng
98	zhujialong5521
100	anfuxiushtoy
101	Anhtuannnguyen
102	aochunshangmaoLTD
103	AOUONLY
104	Aoxiangshutuo
105	Aslxiescc
106	because meet you
108	BESUREME HOMERUGS
111	bld store
112	bora electronic
113	BUITRINHBN
114	Bunnistore
117	caizhixiao03
119	Capcess
120	CHANDANA SUJITHA KUMARA PERAMUNA KANKANAMGE
123	chaoyangquqianhushangmaohang
124	CHAUD STORE
125	CHCQ-US
126	CHENDONGNIU
131	chengkd7v
132	chuangmao
133	CRMY
134	Cường Nga shop
135	czh965788
136	dai6jiandi
137	dai888deh
138	DDnuanheibaihuodian
139	deleiwo
140	desheze
141	DLFKJF
142	DN-GROUP
143	donghaixiankemanfuzhuangshanghang
144	DonhagGuan
145	DUOMEHAOBAIHUO
147	dwbj7zav

148	dwshiw9
149	Dzmengj shop
150	Edsion
152	fanfdrj6uyu5r
155	fasf-aav
156	fj8oucv
157	Flower Cat Home Textiles
158	Fsha
159	Gang888
160	gaochengquqianqianfushipifabu
161	GaoTong Art
162	Garco10 Store
163	1314 Life House Store
164	19981996 Store
165	275239316 Store
166	3D Clothes For Men Store
167	3D Crazy Imagination Store
168	3D Garment Factory Store
169	3D Serendipity See You Store
170	4988 Store
171	500 Store
172	666555566 Store
173	A beautiful girl Store
174	A dreamer Store
175	AAQP500 Store
176	Above Colorful Clouds Store
177	Accord Apparel Store
178	Ace Air Art Hobby Decoration Store
179	Ali Gege Store
180	AliExpress Textiles Store
181	ALMUDENA Painting Store
182	Amazing-Canvas Store
183	Angelia Store
184	ANHENG Store
185	ARMYQZ Yue Store
186	ArtPaintings Store
187	Azarias Store
188	Baby-BoyGirl Store
189	Bailipromise Store
190	BAISID Store
191	Bandai Diamond Painting Cross Stitch Store
192	Bandai diamonds painting Store
193	Bao Keai Store
194	beautiful girl small dogs Store
195	Bedlinings Store

196	Best-Diamond-Painting Store
197	Blanket 002 Store Store
198	BLOOM JEWELRY Store
199	Bohai quality Store
200	Bollinger Homedecor Store
201	BOOMBAYAA Store
202	Brag wall signs Store
203	Britz Shop Store
204	BroDannies Store
205	buddha-like Store
206	Buttergirl Store
207	Canvas-Art Dropshipping Store
208	CHAMPRINT Women Store
209	Chengxin 66 Store
210	Children Clothes 3D HD Print Factory Store
211	Colored stone Official Store
212	colorful painting 01 Store
213	Coloring by Numbers' Painting Store
214	Colorskin Stickers Store
215	Colouration Anime Clothes Store
216	comfortable decor Store
217	COOL TIMES Store
218	Cost sales Store
219	Cosy Zone Store
220	CPHobby Store
221	Custom Bedding Store
222	Customized Jacket and Fleece Hoodie Store
223	Custom-Made Store
224	decalgirl
225	difiny Store
226	Diluke Store
227	Disney-Custom-Made Store
228	DP Tools Store
229	Dream House Store
230	Dreaming Art Store
231	Dress Factory Outlet Store
232	Duo Duo-Ma Store
233	Duzuo Cloud Store
234	DYHL Store
235	ejgroup Phone Case Official Store
236	ENRMIIV Global Store
237	enzhe6688fa Store
238	Everyday leisure Store
239	Export discounts Store
240	Faceboook Store

241	Factory Outlet-3 Store
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